

SOLICITATION AND OFFER				1. [BLANK]		Page 1 of 29	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <div style="text-align: center;">OPR08000004</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">10/19/2007</div>	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY CAO Procurement Management 327 Ford Bldg. Washington,DC 20515 TEL: (202) 225-2921 ext. FAX: (202) 226-2214 ext.		CODE CPM		8. ADDRESS OFFER TO (If other than item 7)	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>No Hand Delivery</u> until <u>2:00 PM</u> local time <u>11/19/2007</u> (Hour) (Date)							
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Toinetta Bridgeforth		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 226-1775		C. E-MAIL ADDRESS toinetta.bridgeforth@mail.house.gov	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE
IMPORTANT - Award will be made on this Form or by other authorized official written notice.							

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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All dates are place holders and are subject to change

0001	Comprehensive Lighting Design		0.00	ea	\$ _____	\$ _____
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(11/30/2007 to 12/31/2008)

Contractor shall perform work in accordance with the attached Statement of Work.

This line item is firm fixed price

0002	Construction Administration Services		0.00	ea	\$ _____	\$ _____
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(01/01/2008 to 11/30/2008)

Contractor shall perform work in accordance with the attached Statement of Work.

This line item is Time and Materials (with a not to exceed ceiling amount)

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SECTION B -- SUPPLIES OR SERVICES AND PRICES

B.1 PRICING

Line Item 0001 and 0002 on page 2 of this solicitation should include all costs, including expenses for installation and equipment. Unless separately priced and awarded, the cost of all services, travel and any other expenses incurred incident to performance of work shall be borne by the contractor.

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SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

C.1 DETAILED STATEMENT OF WORK

Lighting Design and Construction Administration services Request for Proposal

This Request for Proposal (RFP) describes an opportunity for an architectural lighting design firm or a team of consultants to prepare a Comprehensive Lighting Design that will modernize the lighting of the United States Capitol Building's dome. The scope of work will include the lighting of the interior and exterior of the Capitol Dome. The design shall describe the role of lighting in enhancing the exterior and the architecture of the building at night and shall emphasize methods for incorporating energy saving lighting design and sustainability as part of the overall effort. The design shall also take into account all historical elements of the United States Capitol Building from the standpoint of preservation and to minimize impact to the building. The effort will also include all construction administration throughout the installation.

The existing interior and exterior lighting of the United States Capitol Dome is energy inefficient and is in need of an energy efficient renovation which meets or exceeds the industry energy goals and standards. In addition, light pollution and sky glow reduction of the lighting for the exterior dome needs to be evaluated.

Offeror shall present a comprehensive proposal, which addresses all of the elements in this RFP. The design should specifically address the varying scales of exterior lighting applications, which support the aesthetic profile and experience of the downtown skyline, emphasizing the United States Capitol Building and vistas of the immediate surrounds. The design shall meet objectives in accordance with standards and practices used for the lightscape on the Mall. It shall be the intent of this solicitation to promote creativity and encourage innovative approaches to exterior lighting design, energy-efficient and sustainable technologies.

To expedite the design process, the design shall be broken down into two phases: schematic design followed directly by construction design. The selected firm/team is expected to develop a full and comprehensive design in consultation with the Chief Administrative Officer(CAO) of the House of Representatives and the Architect of Capitol(AOC) that meet the following preliminary objectives:

1. Preliminary Overall Objectives and Priorities:

- a) Create a distinct nighttime profile of the United States Capitol Building that celebrates its unique identity and elevates the "sense of place."
- b) Improve the optical control and "throw of light" to enhance the architectural features of the structure while minimizing wasted light and improving energy efficiency.
- c) Develop strategies to enliven the visual experience of all those who view the U.S. Capitol and its surrounds.

2. Applicability: Define the requirements and thresholds needed for implementation.

3. Design Guidelines: Establish design and technical criteria, aesthetic aspirations, historical correctness, strategies for mitigation of light pollution and urban design goals, as follows:

- a) Define areas of illumination based on the role of lighting in enhancing the United States Capitol Building at dusk, night and dawn, including: illumination of key architectural features including building roof crowns, elevations, focal points, the building perimeter and Freedom statue.
- b) Define appropriate color ranges, color palette, color rendition, color temperature and color rendering.
- c) Define acceptable light distribution for all illuminated surfaces and spaces, acceptable ranges of brightness (photometric luminance), light level targets, fixture candlepower distribution, optical shielding, light source shape and size and degree of light source concealment.
- d) Address strategies to minimize the impacts of glare and light trespass on neighboring buildings and residents.
- e) Investigate and recommend energy efficient and emerging light source technology, design innovation and standards.
- f) Offeror must provide all the necessary architectural and engineering disciplines to successfully complete this effort. This shall include but not be limited to lighting, electrical, and structural engineering.
- g) Follow all AOC design guidelines and practices (copy of design guidelines to be provided at award.)

4. Regulatory Process: Meet relevant local, state and federal regulations and requirements, including but not limited to, the Federal Aviation and Administration.

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5. Deliverables: The design process shall provide the following using Microstation v8.0:

a) Phase 1: Schematic Design.

Part 1: "As-is" Analysis

- I. Document the inventory of all in-place lighting systems for the exterior lighting of the United States Capitol building (and the interior of the Main Dome) including detailed assessment of the energy-efficiency of each of the major lighting systems of the current installation.
- II. Detailed photographic documentation of the "as-is" nighttime artificial illumination of the exterior of the United States Capitol building, the immediate environs and other nearby historically significant buildings and structures.
- III. Detailed photometric luminance measurements of the "as-is" nighttime artificial illumination of the exterior of the United States Capitol and nearby significant structures. The Team shall use these measured luminance data to annotate the detailed "as-is" photographic documentation to show locations of all key luminances.
- IV. Document all existing electrical conditions (including grounding and lighting protection).

Part 2: Schematic Design

- I. Photo-realistic images of the proposed lighting design solution from the same vantage points as the "as-is" images from (II) above. The design images shall be annotated showing the anticipated luminance ranges for the same key locations as is in (III). The target luminance ranges identified in these images shall form the major technical basis for evaluating the visual performance of the proposed design solution.
- II. Fixtures schedules for the proposed lighting design with technical specifications for all fixture types. Technical specifications for all fixtures types must include:
 - 1)total lumens (and beam lumens if applicable)
 - 2)candlepower distribution data
 - 3)color temperature and color rendition
 - 4)energy efficiency expressed as useful lumens per input watt electric power
 - 5)expected system life and expected component longevity.
- III. Estimates of the energy savings anticipated with the proposed lighting design. Energy savings shall be estimated by comparing the "as-is" energy consumption to the projected energy consumption of the proposed design. Energy savings estimates will include the effects of any proposed changes in operating schedule or light levels provided.

b) Phase 2: Construction Design

Construction Design

- I. Realistic mockup of a portion of the proposed lighting design to be temporarily installed on site at the United States Capitol site for display to officials. The mockup shall be of sufficient scale and light intensity that the visual impacts of the final design solution can be realistically evaluated by discerning officials and stakeholders.
- II. Detailed photographic and photometric documentation of the performance of the mockup from (Construction Design - I). The on-site performance of the mockup shall be compared to the anticipated luminance performance from (Schematic Design - I) and any discrepancies from expected values noted.
- III. Offeror shall define and present logical/functional designs of lighting control system.
- IV. All structural design of support elements such as rigging steel, support points, catwalks and grids will be the responsibility of the Offeror. All structural drawings must be stamped by a Professional Engineer.
- V. All electrical interconnections between and power supply to these components will be engineered by the project Electrical Engineer and will be shown on the project electrical drawings. Documentation of all power-related conduit and wire, panelboards, ground fault protection, etc. will also be the responsibility of the Offeror's Electrical Engineer and shall be stamped by a Professional Engineer.
- VI. A 100% Bid Package will be delivered as part of this effort. The bid package, at a minimum, must contain:
 - 1) 100% Construction drawings
 - 2) All necessary demolition and coordination drawings
 - 3) All drawings must include necessary accreditation stamps
 - 4) Written Statement of Work detailing all necessary coordination and installation practices
 - 5) Statement of Work must follow CSI master format and include definitive product selections.
 All acceptable product substitutions must be documented
- VII. All relevant fixture cut sheets and specifications.

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VIII. Develop a full test and implementation plan for roll-out of the new lighting design.

c) Phase 3: Construction Administration

Construction Administration

- I. Offeror will review the successful contractor's submittals and shop drawings for all systems and equipment which have been designed and specified in order to assure compliance with the Construction Documents.
- II. Offeror will provide clarification, information and answers to questions to other design team members, contractors and vendors during the construction period. This will be done via in-person meetings, telephone conversations, memoranda and clarification sketches and issued as detailed in the procedures for "Request for Information" (RFI).
- III. Offeror will attend the pre-construction conference(s) and perform construction observation site visits on a daily basis throughout construction phase.
- IV. Make all necessary arrangements for testing and commissioning. Notify all internal and external effect parties of changes to lightscape.
- V. Perform comprehensive independent verification and validation so proposed lighting parameters are achieved.

6. **Coordination:** The Offeror will be responsible for the following coordination activities:

- a) Coordinate with internal stakeholders for necessary approvals.
- b) Coordinate with all external stakeholders whose lightscape is directly affected by changes to the Capitol.

7. **Qualifications of Design Team:** The proposed team must meet or exceed the following qualifications. Resumes of proposed team members shall be included as an appendix to the Offeror's proposal.

- a) Familiarity and experience with energy modeling, sky glow calculations (exterior), life cycle costing, and the costs and benefits of sustainable lighting design measures in both capital and operational budgetary terms are required.
- b) Demonstrated experience in developing an overall vision for the artful illumination of historically significant structures.
- c) Demonstrated experience in designing and implementing lighting systems for illuminating historically significant buildings and structures.
- d) Demonstrated competency in luminance-based lighting design. Demonstrated ability to produce practical lighting solutions that satisfy well-defined technical performance criteria.
- e) Demonstrated construction administration experience for interior and exterior lighting installations.
- f) Architect shall be a preservation specialist, well versed in all aspects of sustainability and lighting of historic buildings.
- g) Principal in charge and/or Project Manager shall be a Professional member of the International Association of Lighting Designers, LC and LEED AP.
- h) The Lighting Designers should demonstrate experience in sustainable design, including familiarity with sky glow and LEED criteria. Lighting Designers should have experience in a minimum of two LEED projects.

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SECTION D -- PACKAGING AND MARKING

D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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SECTION E -- INSPECTION AND ACCEPTANCE

E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, HC.6.009, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within thirty (30) days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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SECTION F -- DELIVERIES OR PERFORMANCE

F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall be from January 02, 2008 through February 28, 2009.

F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (1.) Referring to the notice of proposed debarment;
- (2.) Specifying the reasons for debarment;
- (3.) Stating the period of debarment, including effective dates; and
- (4.) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.

d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

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House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

- a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.
- b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.
- c. Upon termination (including expiration) the Contractor will:
 - (1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.
 - (2) Complete satisfactory settlement of all customer complaints and claims.
 - (3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
 - (4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.
 - (5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1 HC.7.023 CONTRACT ADMINISTRATION PLAN (CAP)

FEBRUARY 2005

a. Section G contains the content required in a Contract Administration Plan (CAP). This CAP outlines the framework for monitoring performance and administering this contract, with the specific responsibilities of Authorized House Representatives listed below. Contract performance will be gauged against effectively meeting the requirements of the statement of work, monitoring customer satisfaction (e.g., vendor performance evaluations), and the performance measures contained in the Quality Assurance or Performance-Based Surveillance Plan, if applicable.

b. It shall be the responsibility of the Contracting Officer's (CO's) authorized representative to periodically review this CAP for purposes of updating and/or recommending any necessary revisions. If a change to the CAP is required, the CO will execute the appropriate bilateral or unilateral modification.

G.2 HC.7.002 MODIFICATIONS

FEBRUARY 2005

Administrative changes, e.g. address corrections, are approved by the CO. All other changes which change the scope of this contract, including additions or deletions, must be prepared in writing as formal modifications signed by both parties.

G.3 HC.7.003 INVOICES

FEBRUARY 2005

a. The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. To enable the U.S. House of Representatives to send payments electronically to your financial institution, you must first complete an EFT enrollment form to provide your signature and certain information regarding your financial institution. Please visit the U.S. House of Representatives' CAO Financial Solutions website at www.house.gov/finance for appropriate forms or call the EFT Help Line at 202-226-2277.

b. A proper invoice shall minimally include:

Contractor Name, Address, and Phone Number

Name of Contractor Point of Contact

House Contract Number

Task/Delivery Order Number (as appropriate)

Invoice Number

Invoice Date

Invoice Page Number (each page of an Invoice shall minimally also contain the contractor Firm name, the invoice number, and the invoice date)

c. And, for each deliverable included on the invoice:

Contract Line Item Number (CLIN)

Period of Performance

Brief Description of Item

Quantity Delivered

Unit Price

Extended Price

Total Price of all deliverables contained on Invoice

Payment Terms, if appropriate (Example: 2% 10 - Net 30)

d. The House does not pay federal, state or local taxes unless mandated by law.

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e. All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

G.4 HC.7.006 CONTRACT STATUS AND REVIEW MEETING

FEBRUARY 2005

The COR, CA, and authorized contractor representative(s) shall meet at least quarterly or more frequently as determined by the COR. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smoothly operating contract.

G.5 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

FEBRUARY 2005

a. Contracting Officer (CO):

1. Except as specified in paragraph (3) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change (in scope, terms, conditions, requirements, pricing, and/or delivery schedules) under this contract.

2. The contractor shall not comply with any order, direction or request of House Personnel which would constitute a change under this contract, unless issued in writing and signed by the CO, or made pursuant to specific authority otherwise included in this contract.

3. The CO is the only person authorized to approve changes under this contract and, notwithstanding provisions contained elsewhere in the contract, said authority remains solely with the CO. In the event the contractor effects any change at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof. The CO may delegate certain responsibilities to authorized representatives.

b. Contracting Officer's Representative (COR):

1. The COR, appointed by the contracting officer, is designated to assist in the discharge of the contracting officer's responsibilities. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, pricing, and/or delivery schedules of the contract or direct the contractor to perform services outside of the scope of the contract.

2. Additional responsibilities of the COR are as follows:

- Monitor and evaluate contract performance, including preparing Vendor Performance Evaluations.
- Review, approve, and process contractor invoices.
- Submit periodic report(s) to the Contract Administrator (CA).
- Provide the CA with notification of intent to exercise options or renewals 90 days prior to expiration date.

c. Contract Administrator:

Toinetta Bridgeforth, Procurement Specialist
U.S. House of Representatives
Office of the Chief Administrative Officer
Procurement Management
327 Ford House Office Building, Washington, DC 20515
phone: 202-226-1775 fax: 202-226-2214

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e-mail: toinetta.bridgeforth@mail.house.gov

The contract administrator prepares all modifications to the contract, maintains the official contract file with all reports and other contractual documentation, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

G.6 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE FEBRUARY 2005

a. The contractor shall identify the authorized contractor representative (ACR), and provide the information listed below:

Name:

Title:

Address:

Phone:

Fax:

E-mail:

b. The ACR shall provide periodic status reports to the COR. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

c. The ACR shall furnish notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within two business days after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

G.7 HC.7.009 KEY PERSONNEL FEBRUARY 2005

a. The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

b. For each person, provide the following information: individual's name, title, telephone number, and e-mail address.

c. Except as provided herein, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as key personnel are subject to approval of the CO. The contractor must notify the CO of changes to key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have qualifications equal to or better than those approved at the award stage. The CO will notify the contractor, after receipt of all required information (including resumes of substitutes), of the decision on substitutions within 10 business days.

G.8 HC.7.010 POST AWARD CONFERENCE FEBRUARY 2005

A post award conference will be held with the contractor to review contract administration issues; unless the House and the contractor determine that such a conference is not necessary.

G.9 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY FEBRUARY 2005

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CONTRACT PERFORMANCE

- a. The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.
- b. If an issue cannot be resolved between the Contractor and the COR, or resolution would require a modification to the contract, the COR will immediately notify the CA and the CO by e-mail. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.
- c. Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

G.10 HC.7.005 PERFORMANCE MEASUREMENTS

FEBRUARY 2005

a. The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

1. Reporting Period
2. Contractor's Program Manager's Name
3. Work Accomplished During the Period (i.e. new installations, relocations, etc), including at a minimum:
 - Itemized tasks with a description of the support/services utilized
 - Hours/dollars expended by task
 - Task status
4. Anticipated Activity for Next Reporting Period
5. Outstanding Issues

b. The contractor shall be assessed on a periodic basis through use of Vendor Performance Evaluations (VPEs). These VPEs shall be prepared by the COR at least once per year though they may be conducted more frequently at the discretion of the House. Any negative evaluations shall be provided to the contractor for comment and remediation.

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SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1 HC.8.001 INSURANCE

MAY 2001

The contractor shall carry and maintain, during the entire period of performance under this contract, the following:

- a. Workers' compensation and employee's liability insurance: minimum \$100,000 per incident.
- b. Automobile (vehicle) general liability insurance: minimum \$200,000 per person; \$1 million per accident; property damage \$50,000.
- c. Comprehensive general liability: minimum of \$1 million bodily injury per occurrence.
- d. Other insurance as directed by the contracting officer.

H.2 HC.8.002 IDENTIFICATION BADGES

FEBRUARY 2006

New contractor employees shall obtain a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with Clause HC.8.003 of this contract.

The contractor shall ensure that the employee surrenders the House identification/access card upon termination of employment or performance is no longer required under this contract. House identification/access cards shall be surrendered to the COR and reconciled within two business days following an employee termination or service release under this contract. A penalty in the form of damages shall be levied for failure to return House identification/access cards in the amount of \$100 a month for each House identification/access card that is not returned to the COR within two business days following an employees termination or employee service no longer required under this contract. The damage amount will be prorated in the month of termination or release from service to the date the House identification/access card was to be returned to the COR and reconciled.

Final payment will not be made under this contract until all House identification/access cards that were issued under this contract have been returned, and a release provided to the contractor signed by the COR. If the contract is a concessionaire type contract, contractor equipment and supplies shall not be removed from House property until all House identification/access cards have been returned and a release provided to the contractor signed by the COR.

H.3 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

FEBRUARY 2006

- a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of Contract work. The COR will provide the Contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working in any capacity on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.
- b. The employee shall be fingerprinted by the Capitol Police prior to working on the contract and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the CAO Human Resources, Director of Administration who will notify the COR and CO. The COR will then direct the contractor to immediately remove that employee from any work under this contract.
- c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police, at a minimum of every three years. However, further background checks may be conducted at any time as is warranted.

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H.4 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

H.5 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

H.6 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House. This form can be downloaded from www.house.gov/cao-opp/currentsol.shtml.

H.7 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

H.8 NON-COMPETE PROVISION

The tasks described in this SOW will involve the contractor gaining unique insight (e.g., determining requirements, budget information) on House requirements. As such the contractor will be excluded from competing on any implementation/build efforts that are a direct result of the contractors support under this contract.

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SECTION I -- CONTRACT CLAUSES

I.1 CONTRACT TYPE

The House intends to award line item 0001 as Firm-fixed price and Line item 0002 as a Time and Materials, with a not to exceed ceiling amount.

I.2 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

I.3 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

I.4 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within thirty (30) calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 10 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

I.5 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

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I.6 HC.9.006 RELEASE OF CLAIMS

MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

I.7 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

I.8 HC.9.010 LIABILITY OF THE HOUSE

JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

I.9 HC.9.011 LIABILITY OF THE CONTRACTOR

JUNE 2002

Contractor assumes all risk of loss of or damage to any property of the House entrusted to contractor while in contractor's possession or otherwise under contractor's control. In the event of loss or irreparable damage, contractor shall promptly reimburse the House for the value of the article. Any other damage shall be promptly repaired by contractor at contractor's expense.

I.10 HC.9.013 GRATUITIES

JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this order or gaining favorable treatment under this order. No Member, officer, or employee of the House shall share any personal benefit of this order.

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SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Current staffing document.
- e. Disclose any lawsuits in which the Company is a named defendant within the last five (5) years and status of each such case.
- f. Key point of contact (POC) list and telephone number.

K.2 HC.11.007 ELIGIBILITY FOR AWARD

JULY 2001

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

K.3 HC.11.009 PERIOD FOR ACCEPTANCE OF PROPOSAL

JULY 2001

In the event the offeror receives award of this contract, the award shall be based on the prices set forth in the offeror's proposal provided that the House makes the award of the contract within ____ calendar days after receipt of the offer.

K.4 HC.11.006 QUALITY INFORMATION

JULY 2001

The offeror shall furnish the following company quality information:

- a. Quality Policy
- b. Total quality management process, if any
- c. Quality reporting to client
- d. Customer satisfaction guarantees and assurances

K.5 HC.11.003 INSURANCE INFORMATION

JULY 2001

The offeror shall furnish the following company insurance information:

- a. Carriers
- b. Limits and excess coverage or employer liability and general liability
- c. Worker's Compensation insurance experience modification

K.6 HC.11.002 FINANCIAL INFORMATION

JULY 2001

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The offeror shall furnish company financial data for the last three (3) years at a minimum. To comply with this requirement, the offeror shall furnish copies of profit and loss statement, financial statements or Annual Reports published. Publicly held companies must also provide copies of Securities and Exchange Commission 10-K Reports and Proxy Statements filed.

K.7 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

K.8 HC.11.016 DUN & BRADSTREET NUMBER

AUGUST 2002

Offeror's Dun and Bradstreet Number _____.

K.9 HC.11.017 AUTHORIZED COMPANY OFFICIALS

AUGUST 2002

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this RFP. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

K.10 HC.11.019 SIGNATURE

AUGUST 2002

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

NAME OF OFFEROR

DATE

SIGNATURE OF PERSON
AUTHORIZED TO SIGN

PRINTED NAME OF PERSON
AUTHORIZED TO SIGN

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SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 MANDATORY PRE-BID CONFERENCE, WALK-THROUGH AND DRAWING REVIEW

A mandatory pre-bid conference, walk-through of the U.S. Capitol Dome and drawing review will be conducted on Friday, November 2, 2007 at 10:00 a.m. EST in room 335 Ford House Office Building. Offerors shall be limited to two representatives. Each representative must provide their name, social security number, and country of citizenship by 12:00 P.M. E.S.T, October 30, 2007. (This information is necessary to gain access to the U.S. Capitol Dome) This information must be submitted in writing via e-mail toinetta.bridgeforth@mail.house.gov.

Bidders will view the drawing after the walk-through of the U.S. Capitol Dome. Due to the sensitive and confidential nature of this information, the drawings will not be distributed. Bidders will have until 5:30 P.M. on Friday, November 2, 2007 to view the drawings.

L.2 HC.12.002 CONTENT OF PROPOSALS

OCTOBER 2001

Each proposal shall be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Offerors are reminded to avoid excessively lengthy or overly extravagant proposals. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

Legibility, clarity and coherence are very important. Using the instructions provided below and in consideration of the assessment criteria, provide as specifically as possible the actual methodology you would use for accomplishing these factors. All the requirements specified in the RFP are mandatory. By your proposal submission you are representing that your firm will perform all the requirements within schedule specified in the RFP. Do not merely reiterate the objectives or reformulate the requirements specified in the RFP.

Proposal shall include:

- (1) Outside Cover and First Page shall contain:
 - (i) the title, "Statement of Qualifications for Lighting Design Services for U.S. Capitol Lighting Improvements,"
 - (ii) the name of the Respondent
 - (iii) the Submittal date
- (2) Table of Contents: Include a table of contents
- (3) Transmittal Letter: Include a short Transmittal Letter. The Transmittal Letter shall:
 - a. Summarize why the Respondent believes itself to be the most qualified;
 - b. Contain the statement that to the best of the Respondent's abilities, all information contained in the RFP submittal is complete and accurate;
 - c. Contain a statement granting the CAO and its representatives authorization to contact any previous client of the Respondent (or a Respondent's Team Member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's Team member's performance
 - d. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.
- (4) **Section A of RFP** - The offeror shall insert Section A of this solicitation with all required/applicable blocks completed.
- (5) **Section B Price Schedules** - Offeror shall complete Section B and provide a proposed price which will address all requirements. This must include the hourly rate by level of personnel, including subcontractor personnel, plus out-of-pocket expenses, such as travel, to accomplish the tasks identified for Line Item 0002 of Section B.
- (6) **Section G Contract Administration** - Offeror shall complete the required sections of Section G.
- (7) **Section K - Representations, Certifications, and Statements of Offerors** - Offeror shall complete the required clauses of Section K.
- (8) **Firm Description:** Include a complete narrative description of the offeror's firm (or firms if the offeror is comprised of a team of firms):

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- a. A brief overview of your company's capabilities to do this project
- b. Company's area/s of specialization
- c. Company's history
- d. Honors and awards
- e. Location of home and branch offices
- f. Name of the principal officers of the company
- g. Identification of the major consultants if known
- h. Provide organization charts showing the chain of command of supervision and management staff proposed for the contract. Provide background and qualifications of the Program Manager to be assigned to the operation and a brief resume on the key management personnel listed in the chain of command (3 page maximum)

(9) **Firm Capabilities:** Provide a summary of pertinent experience and qualification, for no more than three relevant projects, where the offeror's firm performed as the design engineer. A relevant project is one which best exemplifies your qualifications in conducting similar services as stated in the solicitation. The primary firm and sub-contractors must have specific experience within the last three years.

- a. Name of project
- b. Type of project(s)
- c. Project location
- d. Total project cost
- e. Project description
- f. Project delivery method
- g. Describe the services your firm provided
- h. Indicate which team members were actually involved in the project and specify their role.
- i. Provide a statement acknowledging if the project was completed on time/on budget.
- j. Provide a few illustrative photographs or renderings, if available.

(9) **Personnel Capabilities** - Offeror shall provide resumes for each person identified as a principal or individuals who are employees of your company with the skills necessary to perform this type of work.

- The offeror shall include proposed staffing that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the offeror intends to staff this contract (with key and non-key personnel) to successfully meet all of the requirements.

(10) **Past Performance** - Offeror shall provide references for five current or recent (within three years) customers, preferably in the public sector. List the agency name and address, name and title of the client contact, telephone number, opening date, building population (clients served), description of contract deliverables, annual dollar value, performance periods, and type of contractual arrangements; e.g., percentage of sales, fixed price, management fee or other. The House will check references as necessary to evaluate past performance.

(11) **Technical and Management Approach** - specifications must comply with Section C

The proposal should be organized to clearly address the following:

- A. Lighting design philosophy and approach to energy efficient lighting and sustainability.
- B. Prior experience with projects of similar scale and complexity.
- C. Prior experience with public-sector clients and processes for projects of similar scale and complexity.
- D. Clear understanding of the functional and operational aspects of the various public agencies and their individual requirements.
- E. Professional qualifications of individuals assigned to the Project.
- F. History of effective schedule and budget management for projects of similar scale and complexity.
- G. Use of processes that engage Architect of the Capitol staff and other stakeholders in the project.

The technical proposal shall describe the capability/technology gap addressed, provide a detailed explanation of the proposed technology, identify deliverables, describe work to be performed, and will describe the offeror's expertise to effect the proposed solution. In order to facilitate the House evaluation of the proposals, the Offeror must provide a complete description of how each requirement will be met. Submitting merely an acknowledgement (e.g. "Read and Understood") may provide insufficient information to effectively evaluate the offered solution and, therefore, may have an adverse impact on Offeror's score. The Offeror's Technical Proposal must provide its approach/solution to all of the requirements stated in the solicitation. The Offeror's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers may be cross-referenced throughout Offeror's response to avoid duplication of material.

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Offerors shall submit one (1) hardcopy, and one (1) electronic version in MS Word or PDF format by 2:00 PM EST on November 19, 2007. The proposal should be prepared in such format and detail as to enable the House to make a thorough evaluation thereof, and to arrive at a sound determination as to whether or not the offeror can meet the House's requirements. The original shall be so marked, and the copies shall be numbered. Proposal packages shall be sealed in a suitable container, and all containers shall clearly identify firm name and address and Solicitation Number. Proposals shall be submitted to the address shown on Section A. Electronic version shall be emailed to the following email address toinetta.bridgeforth@mail.house.gov and a copy to lawrence.toperoff@mail.house.gov.

PROPOSALS RECEIVED BY HAND DELIVERY OR FACSIMILE WILL NOT BE ACCEPTED

Submission of Vendor Questions

Vendor questions are due not later than 12:00 PM EST, November 7, 2007. Vendor questions must be provided via e-mail to toinetta.bridgeforth@mail.house.gov and a copy to lawrence.toperoff@mail.house.gov or via fax to (202) 226-2214. Questions and Answers will be published in an amendment to the solicitation.

Withdrawal of Proposal

Proposals may be withdrawn by fax or e-mail, if received prior to award.

L.4 HC.12.006 LATE SUBMISSIONS AND REVISION OF PROPOSALS JULY 2001

(1) Any proposal or revision to a proposal received by the CO after the exact time specified for receipt may be considered if it is considered to be in the best interest of the House by the CO or is received before award is made, and it:

(a) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must be mailed by the 15th), or

(b) Was sent by mail and it is determined by the House that the late receipt was due solely to mishandling by the House, or

(c) Was sent by the U.S. Postal Service Express Mail Next Day Service - Post Office to addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. federal holidays, or

(2) A revision resulting from the CO's request for "best and final" offer received after the time and date specified in the request will not be considered, unless received before the award and late receipt is due solely to mishandling by the House.

(3) The only acceptable evidence to establish the date of mailing of a late proposal or revision sent by either the U.S. Postal Service Registered or Certified Mail is the U.S. postmark both on the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(4) The only acceptable evidence to establish the time of receipt by the CAO is the time/date stamp on the proposal wrapper or other documentary evidence of receipt maintained by the CAO.

(5) The only acceptable evidence to establish the date of mailing of late offer, revision, or withdrawal sent by Express Mail Next Day Service - Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service - Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service.

(6) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

L.5 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

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Offerors shall acknowledge receipt of any amendments to this solicitation requiring bi-lateral signature;

(1) by signing and returning the amendment,

(2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or

(3) by letter or e-mail if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

L.6 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make a single award to and offeror whose proposal meets the minimum requirements as stated in this RFP. Proposals will be evaluated based on the following evaluation factors:

- (1) Firm Experience
 - Evidence that the contractor has provided similar services for other clients
 - Capability to complete projects on time and within budget
 - Ability to respond to changing workload requirements and schedules
- (2) Past Performance
 - Evidence of the contractor's past performance within the past five years
 - Satisfaction of former clients and overall quality of services represented by the projects described
- (3) Personnel Capabilities
 - Experienced staff
 - Specific experience within the last five years with similar projects
- (4) Financial Information
 - Demonstrated financial stability
- (1) Technical and Management Approach
 - Clear understanding of the Statement of Work (SOW)
 - Overall approach to provide technical services and support
 - Ability to perform the tasks as stated in the SOW
- (2) Risk Assessment
 - Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach.
- (3) Technical Presentation to Evaluation Team (if required)
- (4) *Pricing
 - Pricing provided in the contractor's proposal is fair and reasonable

The award will be made to the contractor whose proposal is the most advantageous to the House.

*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and price, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.

2. Price. Evaluation factors other than price, when combined, are significantly more important than price.

M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract resulting from this solicitation to the responsible offerors whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is in its interest,
- (2) waive informalities and minor irregularities in offers received.

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c. The House intends to evaluate proposals and to award a single contract without discussion. Therefore, each initial offer should contain the offeror's best terms. However, the CO reserves the right to conduct discussions if they are later determined to be necessary.